

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages	
			ACEDS Planning Implementation Service			1	45
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
DCTO-2007-T-0034		RQ315221		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		6. Type of Market	
						<input type="checkbox"/> Open <input checked="" type="checkbox"/> Set Aside - GSA <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001				8. Address Offer to: Office of Contracting and Procurement {Address to be completed by Contracting Officer}			
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"							
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the							
bid counter located at <u>441 4th Street, NW, Suite 703, Bid Counter Washington, DC 2001</u> until <u>2:00:00 PM</u> local time <u>30-Mar-07</u>							
(Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
bid counter located at		A. Name		B. Telephone		C. E-mail Address	
		Mrs. Berkeley Henderson		(Area Code) 202	(Number) 727-0084	(Ext)	<a href="mailto:Berkeley.Henderson@dc.gov">Berkeley.Henderson@dc.gov</a>
<b>11. Table of Contents</b>							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>180</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	Calendar days %		
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number
15A. Name and Address of Offeror			15B. Telephone		16. Name and Title of Person Authorized to Sign Offer/Contract		
(Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	



## SECTION B: SUPPLIES OR SERVICES AND PRICE

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the Office of the Chief Technology Officer (the District) is seeking a contractor to undertake a complete review of the functionality of the Automated Client Eligibility System (ACEDS) and its technical environment in cooperation with the District's program and technical staff. This review is expected to lead to a recommendation for either significant enhancement or a complete replacement of the ACEDS. The Contractor will also develop the components of the Implementation Advance Planning Document (IAPD) that are required for Federal approval of the District's proposed ACEDS replacement/upgrade approach and plan.

**B.2** The District contemplates award of a firm fixed-price contract with a fixed labor hour rate component, with a base year and two (2) option years.

### **B.3 PRICING**

**B.3.1** Pricing shall be broken out for the base year and the optional years.

**B.3.1.1 Base Year:** From the date of award to be completed in twelve (12) months. The Contractor shall provide a price for each Contract Line Item Number (CLIN), including the cost of all labor and other items required to complete the related task. The Contractor shall specify the labor rate(s) for the identified categories of labor inclusive of general and administrative expenses, overhead and profit. The Contractor shall also identify any other categories of labor that may be required in performance of the contract along with their labor rates.

CLIN	ITEM DESCRIPTION	QUANTITY	FIXED PRICE
0001	Task 1-Perform Project Management Functions	Per task	
0002	Task 2-Complete Requirements Analysis and Business Process Review	Per task	
0003	Task 3-Complete Feasibility Study Alternatives	Per task	
0004	Task 4-Complete Cost/Benefit Analysis	Per task	
0005	Task 5-Develop Project Budget	Per task	
0006	Task 6-Complete Cost Allocation	Per task	
0007	Task 7-Complete Implementation Advance Planning Document (IAPD)	Per task	
0008	Task 8-Complete Implementation Request for Proposal (RFP)	Per task	
0009	Defined Labor categories and rates for additional support, if required.		
0009A	Project Manager	Per hour	
0009B	Technical Manager	Per hour	
0009C	Senior Programmer/Analyst	Per hour	

CLIN	ITEM DESCRIPTION	QUANTITY	FIXED PRICE
0009D	Database Administrator	Per hour	
0009E	Requirements Team Leader	Per hour	
0009F	Business Requirements Analyst	Per hour	
0009G	Technical Requirements Analyst	Per hour	
0009H	Technical Writer	Per hour	

**B.3.1.2 Option Period 1** - The Contractor shall identify pricing for each option year. The Contractor shall specify the labor rate(s) for the identified categories of labor inclusive of general and administrative expenses, overhead and profit. The Contractor shall also identify any other categories of labor that may be required in performance of the contract along with their labor rates.

CLIN	ITEM DESCRIPTION	QUANTITY	FIXED PRICE
0009	Defined Labor categories and rates for additional support, if required.		
0009A	Project Manager	Per hour	
0009B	Technical Manager	Per hour	
0009C	Senior Programmer/Analyst	Per hour	
0009D	Database Administrator	Per hour	
0009E	Requirements Team Leader	Per hour	
0009F	Business Requirements Analyst	Per hour	
0009G	Technical Requirements Analyst	Per hour	
0009H	Technical Writer	Per hour	

**B.3.1.3 Option Period 2** - The Contractor shall identify pricing for each option year. The Contractor shall specify the labor rate(s) for the identified categories of labor inclusive of general and administrative expenses, overhead and profit. The Contractor shall also identify any other categories of labor that may be required in performance of the contract along with their labor rates

CLIN	ITEM DESCRIPTION	QUANTITY	FIXED PRICE
0009	Defined Labor categories and rates for additional support, if required.		
0009A	Project Manager	Per hour	
0009B	Technical Manager	Per hour	
0009C	Senior Programmer/Analyst	Per hour	
0009D	Database Administrator	Per hour	
0009E	Requirements Team Leader	Per hour	

0009F	Business Requirements Analyst	Per hour	
0009G	Technical Requirements Analyst	Per hour	
0009H	Technical Writer	Per hour	

## **SECTION C: SPECIFICATIONS/WORK STATEMENT**

### **C.1 SCOPE**

**C.1.1** The purpose of this solicitation is to acquire a consulting services Contractor to undertake a complete review of the functionality of the Automated Client Eligibility System (ACEDS) and its technical environment in cooperation with the District's program and technical staff. As part of the ACEDS review, the Contractor shall produce a recommendation for the significant enhancement or complete replacement of the ACEDS. In addition, the Contractor shall develop the components of the Implementation Advance Planning Document (IAPD) that are required for Federal approval of the District's ACEDS replacement or upgrade approach and plan.

### **C.2 BACKGROUND**

**C.2.1** The Income Maintenance Administration (IMA), within the District of Columbia's Department of Human Services, is responsible for administering the Temporary Assistance to Needy Families (TANF), Food Stamp, and Medicaid programs as well as a range of smaller federally and locally funded cash and burial assistance programs. This responsibility is comprehensive in nature. The IMA is responsible not only for determining eligibility for each of these programs, but is also required to provide financial data regarding benefits issued, management data to reflect specific program measures and performance data to identify both successes and weaknesses in program administration. The key tool utilized in determining eligibility and the primary source of financial, management and performance data is the Automated Client Eligibility Determination System (ACEDS). The ACEDS was originally designed and developed by the DHS in the early 1990's with the assistance of a contractor and significant enhanced federal funding. It was fully implemented in August 1993 and has proven to be an invaluable resource in efforts toward effective program administration.

**C.2.2** Over the past several years, however, the environment of welfare administration has become increasingly complex. This complexity has been compounded by the desire of the general public to have increased access to programs and greater flexibility in achieving that access. While the need for financial assistance among the general public has not increased dramatically, the need for Food Stamps and Medical Assistance has. Caseloads in those programs began a steady increase in recent years and have continued to rise as the United States economy has suffered losses and as income standards under the Medicaid programs have been liberalized. Over these same years, it has become evident that successful efforts to move low or no-income households from dependency to self-sufficiency are heavily dependent on the states' ability to collect, aggregate and analyze data from multiple sources.

This is particularly true in the TANF and Food Stamp Employment and Training (FSET) arenas.

### **C.3 CURRENT ENVIRONMENT**

- C.3.1** The ACEDS is a mainframe application residing on an IBM-Z800 with the OS390, release 2.10 operating system. There are 6 logical partitions (LPARS) assigned to the ACEDS. They are Development, Installation, Test, Training, Aqua (a copy of production) and Production. There are approximately 250 on-line programs with an estimated 1.1 million lines of code written in a mixture of COBOL and COBOL II using CICS1.3. The batch processing and managerial reports for the ACEDS comprise 7,065 application programs with about 2.3 million lines of code written in Natural 3.1.5 using ADABAS 7.1.3 file structure.
- C.3.2** There is also a data exchange relationship between the ACEDS and other District of Columbia and Federal government agencies. TCP/IP and Connect: Direct data transfer protocols are used for transmitting and receiving data.
- C.3.3** The ACEDS currently supports approximately 2000 on-line users. Of these, more than 700 are IMA staffs who utilize the system to determine eligibility and provide benefits to more than 160,000 residents of the District of Columbia for at least one of the seventeen programs administered by the IMA. Virtually all other users have “inquiry” only capability. These users are permitted to view but cannot add or update information in the system.

### **C.4 IMPROVEMENT OBJECTIVES**

- C.4.1** The ACEDS continues to determine eligibility in the programmatic areas administered by the IMA with a high degree of accuracy and effectiveness. However, the need to integrate additional data sources and to provide access for pre-screening to the general public has reached a critical point. As government resources in the areas of program funding and staff are forced to do so much more with less, reliance on community partners and the customers to be served becomes greater. This reliance requires the IMA to continue to improve its performance while, at the same time, provide increased flexibility for the public’s access to its services. The key to successfully achieving both of these objectives is improved automated tools.
- C.4.2** To initiate this effort, the Income Maintenance Administration has engaged in a series of detailed discussions with its eligibility, clerical, supervisory and management staffs to define the aspects of ACEDS that require change, the areas that require enhancement and the programmatic needs that simply are not met by the current system. Because ACEDS has become the data source for many other District agencies, IMA management staff has also conducted extensive meetings with other District agencies and community partners to identify their unmet needs.
- C.4.3** From these efforts, IMA identified a number of functional improvements, which are outlined in the sections that follow. These improvements will facilitate the satisfaction of administrative and social needs that are dictated by programmatic mandates, federal and District reporting requirements and best practices in service delivery to those in need. They

will also allow the Income Maintenance Administration to better communicate with recipients, design stronger program initiatives and better fulfill its mission to move individuals from dependency to self-sufficiency.

#### **C.4.4 ELIGIBILITY AND CERTIFICATION CRITERIA**

##### **C.4.4.1 Client Notification Subsystem**

- C.4.4.1.1** Notices can be issued only in English and Spanish. The ability to issue notices in other major languages, specifically Vietnamese, Cantonese, Mandarin and Amharic, is needed.
- C.4.4.1.2** The length of notices is limited to 45 lines of print. Given the extensive notice requirements of all federally and locally funded programs, multi-page notices are a minimum requirement. This capability would also enhance the ability to fully and accurately reflect eligibility for multiple programs in a single notice. This will also allow for inclusion of multiple program budget calculations
- C.4.4.1.3** It is not possible for eligibility staff to edit a notice to reflect specific household circumstances or to correct typing errors identified prior to issuance. The notice must be deleted and redone. The capabilities to edit notices and to check spelling and grammar will enhance the efficient use of staff time and the effectiveness of communications with clients
- C.4.4.1.4** Only application denial notices for failure to complete the application/recertification process are issued by the system. Similar automation of approval notices and termination notices would improve timeliness of notification, reduce eligibility staff workload and improve compliance with legal requirements.
- C.4.4.1.5** The ACEDS relies on standardized street codes to ensure the accurate spelling of street names and to decrease mailing costs. The codes must be entered by the eligibility worker. Addition of an address inquiry screen would relieve the burden of searching a manual for the proper code. Consideration will be given to a link to the District's Geographic Information System (GIS).
- C.4.4.1.6** Notices can only be viewed in the language in which they were issued. Staff would be better served if notices could be viewed in English, even if issued in another language.
- C.4.4.1.7** Medical Assistance recertification notices are generic for all categories of assistance and are issued in English only. The ability to issue in most major languages and to tailor the notice text to the Medical Assistance category would greatly enhance program performance and reduce lapses in coverage.
- C.4.4.1.8** In order to better track the status of pending notices, it is necessary to create a Notice Alert Summary screen that will list, at the caseload level, all notices that have been created but have not yet been issued.

#### **C.4.4.2 On-Line Case Narrative, Referrals and Forms**

- C.4.4.2.1** With the need to provide broad-range services that often cross organizational lines, it is increasingly necessary to rely less on the hard copy case record to support the on-line eligibility system. This is particularly critical now that the Income Maintenance Administration is opening a centralized Change Reporting Center. The ability to enter case notes directly into the system is a minimum requirement. It must also be possible to edit and spell/grammar check those notes.
- C.4.4.2.2** Because of the need to refer clients in all programs to a variety of sources, it is necessary to generate those referrals either while the client is in the office or for overnight mailing. The ability to record and track the results of those referrals is also necessary.
- C.4.4.2.3** In order to facilitate use of the system by non-agency individuals, it must be possible to print applications and mandatory forms from any authorized location.

#### **C.4.4.3 Calendaring Capability and Workload Management**

- C.4.4.3.1** An on-line calendar for scheduled workdays that would allow eligibility staff to identify periods of absence due to vacation, scheduled medical appointments and out-of-office work commitments is desired. This would enable supervisory and support staff to better manage workloads and telephone inquiries.
- C.4.4.3.2** Using this calendaring function, eligibility staff would be able to identify their preferred times for conducting Food Stamp recertification as well as TANF and other cash assistance redeterminations. The issuance of such notices would be fully automated and would be based on the available time periods, within program recertification guidelines. An agreed upon allocation of time needed to complete the recertification or redetermination would also be incorporated into this scheduling module.
- C.4.4.3.3** Because of the high caseloads handled by eligibility staff, it is necessary to provide workload management tools that assist in prioritizing pending case actions. This workload prioritization module would be applied on a daily basis and would be based on agreed-upon priority criteria.

#### **C.4.4.4 Medical Assistance Program Codes**

- C.4.4.4.1** Because of the importance of Medical Assistance program codes to the Medicaid Management Information System (MMIS) in properly identifying covered services and in paying claims, the capability for the ACEDS to automatically and correctly assign program codes would greatly improve accuracy and simplify the eligibility worker's task. The current practice of

having these codes assigned by eligibility workers is error-prone and inefficient.

- C.4.4.4.2** Alerts must be added to notify the eligibility worker when Medicaid program codes have been closed but the entitlement continues and when the program codes have not been closed but should have been.

#### **C.4.4.5 State Data Exchange Processing (SDX)**

- C.4.4.5.1** The SDX is an invaluable source of income and program eligibility data. It is a requirement to maximize its use in establishing Medicaid eligibility, verifying income for all programs and tracking program participants. The enhancement requirements are to fully utilize the data in automatically granting Medicaid eligibility, terminating eligibility in all programs due to death and in providing appropriate follow-up and certification for SSI recipients who applied for Food Stamps at the Social Security Administration. The SDX Auto-Accrete process must also be modified to automatically reopen Medicaid eligibility if the recipient was previously known to Medicaid and must be modified to “add” Medicaid to existing eligible cases such as Food Stamps.

### **C.4.5 AD HOC REPORTING AND PERFORMANCE MONITORING**

#### **C.4.5.1 Creation of a Mini Data Mart**

- C.4.5.1.1** On a daily basis, The Income Maintenance Administration wishes to extract a standardized set of data elements to be used for the following purposes:
  - C.4.5.1.1.1** Frequently, the IMA is deluged with requests for data regarding the demographics and characteristics of TANF, Food Stamp and Medical Assistance recipients and cases. The sources of these requests are both internal and external. This mini data mart would enable a qualified research analyst the means to adequately address these requests and provide validated responses at both an individual and aggregate level.
  - C.4.5.1.1.2** There is also a growing need to better track the daily productivity of eligibility staff. Also to be included in the mini data mart is data regarding the number and type of eligibility actions completed by every member of the IMA eligibility team. This data will, once again, be made available to a qualified research analyst in order to provide management with a daily assessment of staff productivity



#### **C.4.5.2 Performance Monitoring**

- C.4.5.2.1** Because of the ongoing need to improve the eligibility determination process as well as the competency of eligibility staff, it is desirable to develop a Supervisory Review System (SRS) to support that goal. The SRS would randomly select a sample of each caseload's active cases and provide an opportunity for the manager to fully assess eligibility. The supervisor's findings would be used as feedback to eligibility staff in an effort to further improve individual performance. It would also be used by managers to assess overall trends in eligibility determination quality and in assessing supervisory performance and understanding of applied policy.

#### **C.4.6 DATA INTEGRATION**

- C.4.6.1** At present, a number of eligibility-related functions, management assessment tools and quality assurance initiatives are performed in stand-alone applications. This is the result of a long-standing, but presently eroding, perception that users of these applications required decentralized control of them in order to achieve maximum results. This practice was furthered by the desire to meet the needs of individual offices within IMA and, at the same time, not divert critical technical resources from improving and/or enhancing the mainframe ACEDS application. It is now apparent that those functions, tools and initiatives would be better served and would provide more useful results if they were fully integrated with the eligibility determination functionality of ACEDS.

- C.4.6.1.1** The TANF and FSET subsystems provide tracking of program recipients with respect to countable work activities, employment and training. These systems are dependent on weekly data extracts from the ACEDS but are focused exclusively on functions related to referring clients to activities, capturing hours performed, tracking sanctions and exemptions and providing regular performance reports. There is an ongoing need to reconcile data between the ACEDS and these applications which would be better accomplished if that reconciliation were conducted on-line. Integration of these applications into the ACEDS application will facilitate that need as well as the need to provide a "snapshot" of pertinent data from both systems that combines data regarding benefits received, duration of receipt, sanction status, current employment status, activity participation, hours of participation and the provider of services. This would be needed for both TANF recipients and Food Stamp recipients. A more detailed, historical record of the same data is also desired and will facilitate accurate application of program requirements in both TANF and Food Stamps. As part of the integration effort, links between these modules and the eligibility modules will be developed to create alert signals when programmatic discrepancies are identified, particularly with respect to sanctions applied erroneously, this will include failure to apply sanctions and absence of reported earnings in the benefit calculations.

- C.4.6.1.2** TANF Data Reporting is currently conducted within the IMA's Office of Quality Assurance and Analysis. It is largely a manual effort though IMA is actively involved in fully automating that process. However, that automation effort will still require the transfer of data from ACEDS to a stand-alone application being procured from Data Builders, Inc. Full integration of this process into ACEDS will greatly facilitate accurate and timely TANF Data Reporting, freeing up analytic staff currently involved in the process to perform more meaningful analysis of TANF performance data.
- C.4.6.1.3** In order to provide more effective and courteous service to its customers, IMA instituted a customer service survey project. The results of the survey are currently entered into a stand-alone application from which center and eligibility worker - specific results are tallied. Integration of these survey results into ACEDS would better enable IMA to link satisfaction survey results to household size, type of office visit, age of customer and other pertinent factors.
- C.4.6.1.4** The Eligibility Review and Investigation unit within IMA conducts both investigative reviews and investigations of individual cases and/or eligibility factors. These efforts are focused on assuring the accuracy of the eligibility determination process and that data from external sources is used properly in that determination. The sources of referral for investigations are extremely varied, ranging from interstate matches to requests from the Office of the Mayor. It is currently quite difficult to link individual cases to prior investigations and findings without fully reviewing the hard copy case record. It is also quite difficult to achieve correlation between investigations, household characteristics and program status. Integration will facilitate development of more accurate caseload profiles, tracking of the quality of referrals for investigation at the eligibility worker level, and availability of findings to all staff with a need-to-know.
- C.4.6.1.5** Integration of Food Stamp Quality Assurance (QA) and Quality Control (QC) findings into the eligibility determination system will provide enormous benefits in the areas of program integrity, staff assessments and error profiling. The Income Maintenance Administration engages in on-going monitoring of QC findings and is successful in refuting many adverse findings. However, it is often difficult to address adverse findings that are received near the federal deadline. Integration into the ACEDS would reduce currently lost time. It would also enable more detailed analysis of errors with respect to specific case characteristics. Finally, much like with Eligibility Reviews and Investigations, prior QA and QC findings would be available to staff when subsequent recertification(s) and/or reapplication(s) occur, thereby enhancing their error avoidance utility even more substantially.
- C.4.6.1.6** The Interim Disability Assistance (IDA) program is administered by IMA as a stop-gap cash program for individuals who have applied for SSI or who are appealing a denial of SSI. One of the critical aspects of administering the program is the need to monitor and track the progress of the SSI application and to serve as an advocate with SSI for applicants who are awaiting a

decision. Once SSI is approved, eligibility for IDA ends. The IDA tracking system was developed to facilitate these monitoring and advocacy functions. There are benefits to be realized in both the Food Stamp and the Medicaid programs, though this tracking is largely related to the District-funded IDA program. Integration of this application into the ACEDS will increase the efficiency of the current process and allow Food Stamp and Medicaid benefits to be based on newly received, accurately reported income from Social Security, as well as on valid determinations of disability, which impact eligibility for both programs.

- C.4.6.1.7** Full integration of these stand-alone applications will allow IMA to better use its many sources of data collection to more comprehensively assess program compliance, measure agency performance and target error reduction efforts. Each component will require specific daily, weekly and or monthly reports which will be detailed during the design phase.

#### **C.4.7 WEB-BASED PROGRAM SCREENING AND APPLICATION FILING**

- C.4.7.1** Like most jurisdictions throughout the country, the District of Columbia recognizes the need to maximize the use of technology in order to expand access to government services. In order to meet the needs of both citizens and community partners, the Income Maintenance Administration wishes to provide a web-based screening tool for use by the general public in identifying potential program eligibility. Furthermore, it must be possible for potential applicants to complete application forms via the web and submit them electronically. Once submitted electronically, applications must be edited and, if found to pass minimal editing criteria, loaded directly into the ACEDS. This will require development of an interface between the web-based application and the mainframe-based eligibility system. IMA is seeking to adopt an approach similar to that currently deployed in the Commonwealth of Pennsylvania as COMPASS.

#### **C.5 DESCRIPTION OF REQUIRED SERVICES**

- C.5.1** The functional improvements described in Section C.4 above represent critical phases of the Department of Human Services' long-term automation plans. The ultimate goals are to establish Department-wide access to all programs administered by the DHS, to web-enable the ACEDS application, to remedy all known deficiencies in the existing ACEDS application and add desired improvements. These enhancements are a first, but integral, step toward achieving Department-wide access to all IMA program data. Then, by integrating the capabilities of the smaller, stand-alone applications described in Section C.4.6 above, IMA will achieve the goal of providing services and conducting business through a single automated system.
- C.5.2** As a first step, the District of Columbia desires to acquire the services of a Contractor who will work with the District's ACEDS Project Team to undertake a complete review of both the ACEDS functionality and its technical environment that will lead to a recommendation for either significant enhancements or a complete replacement of the ACEDS. The objective is to produce an IAPD that meets the requirements defined by the Department of

Health and Human Services and the Department of Agriculture for Advance Planning Documents and will result in Federal approval of the District's proposed ACEDS replacement/upgrade approach and plan.

- C.5.3** To get to a replacement/upgrade recommendation, the Contractor will assist the Project Team in defining the requirements for improved ACEDS capability and establishing a "future state" ACEDS Concept of Operations (ConOps). Then, the Contractor will conduct a feasibility assessment and cost benefit analysis to determine the best approach for achieving the District's improvement objectives, considering the existing ACEDS and other available system alternatives. Finally, given a recommendation on how best to proceed with the upgrade or replacement of the existing ACEDS, the Contractor will work with the Project Team to develop the components of the Implementation Advance Planning Document (IAPD) that are required for submission to the Federal government.
- C.5.4** The District's ACEDS Project Team will consist of designated staff from the Income Maintenance Administration (IMA) and the District's Office of the Chief Technology Officer. The IMA staff will have primary responsibility for defining all functional and programmatic aspects of the replacement/upgrade system. The staff from the Office of the Chief Technology Officer will be responsible for the technical aspects of this effort with particular concern for ACEDS' role in the District's enterprise-wide architecture. This integration of major health and social services systems will be accomplished under the Human Services Modernization Program (HSMP).

## **C.5.5 SPECIFIC TASK REQUIREMENTS**

### **C.5.5.1 Task 1: Perform Project Management Functions**

- C.5.5.1.1** Within five (5) business days after the contract award date, the Contractor shall prepare and deliver a Project Plan, describing the tasks to be performed to support the ACEDS Upgrade/Replacement planning effort. This Plan will be prepared, in conjunction with the ACEDS Project Management Office, and will include the following components at a minimum:

**C.5.5.1.1.1** Management Plan for the Project - The Contractor must provide comprehensive narrative statements that set out the management plan they intend to follow and illustrate how the plan will serve to accomplish the work successfully and meet the District of Columbia project schedule.

**C.5.5.1.1.2** Task Plan and Schedule - The Project Plan shall include the pertinent dates for every project task, including those to be performed by District staff. The Plan will also identify all expected deliverables and project milestones. The ACEDS Project Management Office and the Contractor will agree upon a start date for Task 2, which must be within ten (10) business days of the contract award date, and a completion date for the entire planning effort that is within twelve (12) months of the contract award date.

- C.5.5.1.2** After acceptance of the Project Plan, the Contractor will be required to prepare and submit Weekly Status Reports that provide a brief description of the accomplishments for the week, upcoming tasks, scheduled meetings, and issues or concerns encountered. The Contractor will present these Weekly Status Reports at regularly scheduled status meetings beginning in the second week after the contract start date. The ACEDS Project Management Office will establish the schedule for the weekly status meetings.

## **C.5.5.2 Task 2: Complete Requirements Analysis and Business Process Review**

- C.5.5.2.1** During this task, the Contractor will document the programmatic/functional and technical needs for the ACEDS as dictated by the District's desired business process design. This will be accomplished through detailed discussions and workshops with subject matter experts. Discrepancies between current functionality and business process and desired functionality and business process must be documented.
- C.5.5.2.1.1** Document current system capabilities and existing business processes, including manual processes, workflow processes and system processes (i.e., "as is" processes).
  - C.5.5.2.1.2** Document future system requirements and business processes, including manual processes, workflow processes and system processes (i.e., "to be" processes).
  - C.5.5.2.1.3** Reconcile discrepancies between system requirements and existing business processes in a comprehensive "gap analysis" and define a "future state" Concept of Operations.
  - C.5.5.2.1.4** Develop draft Requirements Analysis
  - C.5.5.2.1.5** Finalize Requirements Analysis and Concept of Operations (i.e., Business Process Design)

## **C.5.5.3 Task 3: Complete Feasibility Study and Alternatives Analysis**

- C.5.5.3.1** This task focuses on an assessment of alternative approaches to satisfying the discrepancies between current status and defined requirements. It also requires a preliminary study of the feasibility of each alternative and identification of those alternatives selected for evaluation of costs and benefits.
- C.5.5.3.1.1** Define current status of ACEDS and constraints
  - C.5.5.3.1.2** Develop initial functional and technical requirements, including a design concept
  - C.5.5.3.1.3** Identify alternative solutions
  - C.5.5.3.1.4** Develop draft Feasibility Study and Alternatives Analysis
  - C.5.5.3.1.5** Finalize Feasibility Study and Alternatives Analysis

#### **C.5.5.4 Task 4: Complete Cost/Benefit Analysis**

**C.5.5.4.1** This task focuses on the identification of the costs and benefits of each alternative solution under consideration. It will determine which alternative will provide the greatest benefits relative to its costs. Program performance improvements, projected costs and anticipated benefits must be addressed.

**C.5.5.4.1.1** Identify costs and benefits

**C.5.5.4.1.2** Develop draft Cost/Benefits Analysis

**C.5.5.4.1.3** Finalize Cost/Benefits Analysis

#### **C.5.5.5 Task 5: Develop Project Budget**

**C.5.5.5.1** This task will identify all known or expected costs associated with the most feasible alternative as identified in the Feasibility Study and Alternatives Analysis phase.

**C.5.5.5.1.1** Develop estimated schedule

**C.5.5.5.1.2** Assign costs to each requirement

**C.5.5.5.1.3** Identify major milestones

**C.5.5.5.1.4** Finalize Project Budget

#### **C.5.5.6 Task 6: Complete Cost Allocation Plan**

**C.5.5.6.1** This phase will involved development of a prospective cost allocation plan for the project budget identified in the prior phase including the procedures to identify, record, allocate and report direct and indirect costs, partially and fully attributable to the implementation project.

**C.5.5.6.1.1** Define cost allocation methodology

**C.5.5.6.1.3** Finalize Cost Allocation Plan

#### **C.5.5.7 Task 7: Complete Implementation Advance Planning Document (IAPD)**

**C.5.5.7.1** This phase focuses on development of an Implementation Advance Planning Document that meets the requirements specified by the Department of Health and Human Services and the Department of Agriculture. This document will be the District's means of requesting and securing approval to proceed with implementation of the selected alternative approach.

**C.5.5.7.1.1** Develop draft IAPD

**C.5.5.7.1.2** Circulate for Review

**C.5.5.7.1.3** Resolve outstanding issues

**C.5.5.7.1.4** Finalize IAPD

**C.5.5.7.1.5** Submit to Federal Funding Agencies

## **C.5.5.8 Task 8: Complete Implementation Request for Proposal (RFP) Document**

**C.5.5.8.1** This phase focuses on development of the Request for Proposal (RFP) to secure contractor support to develop and implement the selected solution. The RFP must meet all federal and District guidelines for such documents and must solicit fair and open competition.

**C.5.5.8.1.1** Develop draft RFP

**C.5.5.8.1.2** Circulate for Review

**C.5.5.8.1.3** Resolve outstanding issues

**C.5.5.8.1.4** Finalize RFP

## **C.5.6 PROJECT DELIVERABLES**

**C.5.6.1** The Contractor will prepare and submit to the ACEDS Replacement/Upgrade Project Manager the following deliverables for each project task. Deliverables for Tasks 2 through 7 must meet the specifications outlined by the Department of Health and Human Services, Administration for Children and Families and the Health Care Financing Administration's (now, Centers for Medicare and Medicaid Services) State Systems APD Guide (September 1996) and the Department of Agriculture, Food and Nutrition Service Advance Planning Document Handbook (December 1997).

### **C.5.5.6.1 Task 1: Perform Project Management Functions**

**C.5.5.6.1.1** Project Plan

**C.5.5.6.1.2** Weekly Status Reports

### **C.5.5.6.2 Task 2: Complete Requirements Analysis and Business Process Review**

**C.5.5.6.2.1** Requirements Analysis (draft)

**C.5.5.6.2.2** Requirements Analysis (final)

### **C.5.5.6.3 Task 3: Complete Feasibility Study Alternatives**

**C.5.5.6.3.1** Feasibility Study and Alternative Analysis (draft)

**C.5.5.6.3.2** Feasibility Study and Alternative Analysis (final)

### **C.5.5.6.4 Task 4: Complete Cost/Benefit Analysis**

**C.5.5.6.4.1** Cost/Benefit Analysis (draft)

**C.5.5.6.4.2** Cost/Benefit Analysis (final)

### **C.5.5.6.5 Task 5: Develop Project Budget**

**C.5.5.6.5.1** Project Budget (final)

### **C.5.5.6.6 Task 6: Complete Cost Allocation**

**C.5.5.6.6.1** Cost Allocation Plan (final)

### **C.5.5.6.7 Task 7: Complete Implementation Advance Planning Document (IAPD)**

**C.5.5.6.7.1** IAPD (draft)

**C.5.5.6.7.2 IAPD (final)**

**C.5.5.6.7 Task 7: Complete Implementation Request for Proposal (RFP) Document**

**C.5.5.6.7.1 RFP (draft)**

**C.5.5.6.7.2 RFP (final)**

**C.5.6.2** The Contractor will specify dates for the initial and final submission of all deliverables in the Project Plan that is prepared and submitted in Task 1. The Contractor shall note that all deliverables are subject to review and acceptance by the District (ACEDS Project Management Office).

**C.5.7 PROJECT MILESTONES**

**C.5.7.1** The Contractor shall perform the tasks outlined in Section C.5 in accordance with the schedule in the following table :

<b>Award +</b>	<b>Milestone</b>
Award	Contract Awarded
Award + 10 business days	Project Plan Approved
Award + 87 business days	Requirements Analysis/Business Process Design Completed
Award + 142 business days	Feasibility Study/Alternatives Analysis Completed
Award + 177 business days	Cost/Benefits Analysis Completed
Award + 192 business days	Project Budget and Cost Allocation Plan Completed
Award + 233 business days	IAPD Completed and Submitted to Federal Funding Agencies
Award + 233 business days	Implementation RFP Completed

**C.5.7.2** Completion of a project milestone will be contingent on the District's acceptance of the project deliverable(s) associated with that milestone.

**SECTION D: PACKAGING AND MARKING**

**D.1** The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number clause number six \*(6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004.



## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 TERM OF CONTRACT**

**F.1.1** The term of the contract shall be for a period of 12 months, from date of award specified on the cover page of the contract.

### **F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of two (2) one year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

**F.2.2** If the District exercises this option, the extended contract shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the contract.

**F.2.4** The total duration of this contract, including the exercise of any options under this clause, shall not exceed three (3) years.

### **F.3 DELIVERABLES**

**F.3.1** Deliverables have been defined in Section C – Statement of Work (see Section C.5.6).

## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

## **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Accounts Payable  
Office of the Chief Technology Officer  
441 4<sup>th</sup> Street, NW, Suite 930 South  
Washington, D.C. 20001  
Telephone: 202-727-2277  
Fax: 202-727-1216  
E-mail: [octo.accountspayable@dc.gov](mailto:octo.accountspayable@dc.gov)

**G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

- G.2.2.1** Contractor's name, Federal tax ID and invoice date (Contractors are encouraged to date invoices as close to the date of mailing or transmittal as possible.);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

## **G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

**G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

**G.3.2** No final payment shall be made to the Contractor until the CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51%

District Residents New Hires Requirements and First Source Employment Agreement requirements.

#### **G.4 PAYMENT**

**G.4.1** The District shall make payments to the Contractor upon the submission of proper invoices or vouchers, at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. Timely, complete and satisfactory provision of the Status Reporting and other deliverables specified in Section 5, Description of Required Services, shall be a condition precedent for payment to Contractor.

**G.4.1.1** The fixed price component will be paid on a task-by-task basis after the District provides notification of the acceptance of each completed firm fixed price task.

#### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

**G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_,  
make payment of this invoice to \_\_\_\_\_  
(name and address of assignee).

#### **G.6 THE QUICK PAYMENT CLAUSE**

##### **G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

**G.6.1.1.1** the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.1.1.2** the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.1.1.3** the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

**G.6.2.1.1** Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

**G.6.2.1.2** Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

**G.6.2.2.1** the 3<sup>rd</sup> day after the required payment date for meat or a meat product;

**G.6.2.2.2** the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or

**G.6.2.2.3** the 15<sup>th</sup> day after the required payment date for any other item.

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.6.2.4** A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**G.7 CONTRACTING OFFICER (CO)**

**G.7.1** Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

William Sharp  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 930 South  
Washington, DC 20001  
Telephone: (202) 727-5274

**G.7.2** The contact person for this Request for Proposal is Mrs. Berkeley Henderson. Please submit all questions and/or inquiries regarding this RFP to:

Mrs. Berkeley Henderson  
Contracting Specialist  
Office of Contracting and Procurement  
441-4<sup>th</sup> Street, NW, Suite 930 South  
Washington, DC 20001  
Telephone: 202-727-0084  
E-mail: [Berkeley.henderson@dc.gov](mailto:Berkeley.henderson@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

**G.8.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

## **G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

**G.9.1** The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract will be designated after the award of the contract.

**G.9.2** The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

**G.9.3** The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

**H.2.1** The Contractor shall be bound by the Wage Determination Number 05-2103 Rev(2) dated: November 7, 2006, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

**H.3.1** The Contractor shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

### **H.4 FREEDOM OF INFORMATION ACT**

**H.4.1** The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic

responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

## **H.5 PROTECTION OF PROPERTY:**

**H.5.1** The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

## **H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

**H.6.1** During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. 12101 *et seq.*

## **H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

**H.7.1** During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. 794 *et seq.*

## **H.8 CONTRACTOR RESPONSIBILITIES**

**H.8.1** The Contractor shall follow the procedures and rules of the Government of the District of Columbia, and additional procedures that the District representative may direct from time-to-time.

**H.8.2** During performance of work and/or at completion of work, the Contractor shall provide the orderly hand-over of work products and deliverables to the designated District representative.

**H.8.3** Unless otherwise approved, work must be performed on the Contractor's premise. Unless otherwise specified, contractor staff shall work during normal business hours. Normal working hours are from 8:30am to 5:30pm each business day.

**H.8.4** The Contracting Officer's Technical Representative (COTR), unless the representative expressly assigns a designee, is responsible for oversight and acceptance on all matters pertaining to the contract performance, other than those reserved to the Contracting Officer.

**H.8.5** All invoices shall be submitted for certification to the COTR.

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

**I.1.1** The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated November 2004 (“SCP”), are incorporated as part of the contract resulting from this solicitation. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

**I.2.1** Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

**I.3.1** All information obtained by the Contractor relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Contractor in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

**I.4.1** Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 RIGHTS IN DATA**

**I.5.1** “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in



specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

**I.5.7.1** the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract

No. \_\_\_\_\_

With \_\_\_\_\_ (Contractor's Name); and

**I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the

documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work

## **I.6 OTHER CONTRACTORS**

- I.6.1** The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

## **I.7 SUBCONTRACTING PLAN (MANDATORY REQUIREMENT)**

- I.7.1** The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.
- I.7.2** **The contractor shall submit a subcontracting plan with a mandatory requirement of subcontracting 35% of this contract over the life of the contract to one or more certified Local Small Disadvantaged Business Enterprise (LSDBE) firms. The subcontracting plan shall be submitted with the proposal.**
- I.7.3** The contractor shall submit a monthly report describing the results with the plan on the 30th of every month during the term of the contract. Submit the report to the Contracting Officer's Technical Representative. The contractor shall attach to the report a copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC) for any LSDBE firm that performed work under the contract as a supplier or service provider. The report shall contain the percentage of actual LSDBE subcontracting during the previous year. Calculate the percentage by dividing the total billings to the District during the previous year into the total billings attributed to LSDBE firms.

- I.7.4** The contractor shall submit an updated subcontract plan each November 1 during the term of the contract. Submit the revised plan to the Contracting Officer's Technical Representative.

## **I.8 INSURANCE**

- I.8.1** Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 days' prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

**I.8.1.1** Commercial General Liability Insurance: \$1,000,000.00 limits per occurrence, District added as an additional insured.

**I.8.1.2** Automobile Liability Insurance: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for both bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000.00 per person and \$500,000.00 per occurrence for property damage.

**I.8.1.3** Worker's Compensation Insurance: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times according to the statutes of the District of Columbia, including Employer's Liability, \$100,000.00 per accident for injury, \$100,000.00 per employee for disease, \$500,000.00 policy limit disease.

**I.8.1.4** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000.00).

**I.8.1.5** Property Damage: The Contractor shall carry property damage insurance of at least \$20,000.00 per occurrence.

## **I.9 ORDER OF PRECEDENCE**

**I.9.1** Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price/Cost Section (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), and the SCP.

## **I.10 CONTRACTS IN EXCESS OF \$1 MILLION DOLLARS**

**I.10.1** Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

## **SECTION J: LIST OF ATTACHMENTS**

**J.1** Wage Determination Number 05-2103 Rev(2) dated: November 7, 2006

**J.2** Tax Certification Affidavit

## **SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

### **K.1 AUTHORIZED NEGOTIATORS**

**K.1.1** The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

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### **K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The offeror, by checking the applicable box, represents that

**K.2.1.1** It operates as:

- ☐ a corporation incorporated under the laws of the State of: \_\_\_\_\_
- ☐ an individual,
- ☐ a partnership,
- ☐ a nonprofit organization, or
- ☐ a joint venture.

**K.2.1.2** If the Offeror is a foreign entity, it operates as:

- ☐ an individual,
- ☐ a joint venture, or
- ☐ a corporation registered for business in \_\_\_\_\_  
(Country)

### **K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

**K.3.1** Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

Offeror \_\_\_\_ has \_\_\_\_ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Offeror \_\_\_\_ has \_\_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subofferors. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

### **K.4 BUY AMERICAN CERTIFICATION**

**K.4.1** The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____	EXCLUDED END PRODUCTS
_____	COUNTRY OF ORIGIN

### **K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

**K.5.1** Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the SCP.

\_\_\_\_\_  
\_\_\_\_\_

## **K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

**K.6.1** Each signature of the offeror is considered to be a certification by the signatory that:

**K.6.1.1** The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

**K.6.1.1.1** those prices

**K.6.1.1.2** the intention to submit a contract, or

**K.6.1.1.3** the methods or factors used to calculate the prices in the contract.

**K.6.1.2** The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

**K.6.1.3** No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

**K.6.1.4** Each signature on the offer is considered to be a certification by the signatory that the signatory;

**K.6.1.4.1** Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (K.6.1.1.1) through (K.6.1.1.3) above; or

**K.6.1.4.2** Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (K.6.1.1.1) through (K.6.1.1.3) above:

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***(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);***

**K.6.1.4.3** As an authorized agent, does certify that the principals named in subdivision (K.6.1.4) have not participated, and will not participate, in any action contrary to subparagraphs (K.6.1.1.1) through (K.6.1.1.3) above; and

**K.6.1.4.4** As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (K.6.1.1.1) through (K.6.1.1.3) above.

- K.6.1.5** If the Offeror deletes or modifies subparagraph (K.6.1.1.2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

## **K.7 TAX CERTIFICATION**

- K.7.1** Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District -**

The District intends to award one (1) contract resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers -**

The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

- L.2.1** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

- L.2.2** The Contractor's proposal should be prepared according to the instructions listed below:

- L.2.2.1** The Contractor's proposal shall consist of two (2) parts, separately bound: **Technical and Price, four (4) copies each.** Each shall be submitted in a sealed envelope conspicuously marked: "Proposal In Response To: **Solicitation No. DCTO-2007-T-0034** entitled: **"ACEDS Upgrade/Replacement Requirements Analysis and Implementation Planning Services."**

- L.2.2.2** All proposals must be submitted on 8.5" by 11" paper and typewritten. Telephonic, telegraphic and e-mail proposals will not be accepted, unless otherwise directed in writing.



## **L.2.3 Technical Proposal Requirements**

**L.2.3.1 Project Approach** – The Contractor shall propose a sound approach for completing each required task as specified in Section C.5, Description of Required Services, which demonstrates a clear understanding of the task’s scope and objectives. In addition, the Contractor shall submit a preliminary project plan that demonstrates the Contractor’s ability to successfully complete the requirements analysis and implementation planning effort as prescribed.

**L.2.3.1.1** Describe the number of hours for each applicable CLIN (Task) by skill category required to accomplish the work effort for each milestone or work breakdown structure item.

**L.2.3.1.2** Identify the skill categories for each applicable CLIN (Task) to be utilized.

**L.2.3.1.3** Describe which portions of the effort will be subcontracted, if any.

**L.2.3.1.4** Identify deliverables as specified in Section C.5, Description of Required Services.

**L.2.3.2 Corporate Qualifications** – The Contractor shall present its capability to deliver the required services in accordance with the provisions of as described in Section C.5, Description of Required Services. In particular, the Contractor’s proposal shall:

**L.2.3.2.1** Describe the Contractor’s experience in performing requirements analysis and implementation planning tasks similar to those specified in the Statement of Work. In particular, the Contractor shall describe any experience in defining requirements for systems that perform benefits program eligibility determination and management functions at the state and/or local government level.

**L.2.3.2.2** Propose a project team with experience in business process analysis, requirements analysis, feasibility analysis, cost benefit analysis, and implementation planning. The proposed project team shall include a full-time project manager with specific experience in these areas and in managing the planning and/or development of automated eligibility determination systems in accordance with federal advance planning document guidelines. The Contractor shall submit resumes of key personnel, including their capabilities/experience.

**L.2.3.2.3** Provide a list of client references that can verify the ability of the Contractor to successfully complete a project of similar scope and with similar requirements. Specifically, the Contractor shall present a minimum of three (3) references from clients for which the Contractor has performed similar project efforts within the past three (3) years.

## **L.2.4 Pricing Proposal Requirements**

**L.2.4.1** This section shall be submitted under a separate cover titled “Price Proposal”. It shall include the total price for the entire project, and shall be broken down by the

task (i.e., CLIN item) as set forth in Section C.5, Description of Required Services. Pricing shall be a firm fixed price basis as identified in Section B – Services and Price, and shall identify all costs. Unless otherwise directed in writing, the price proposal shall, at a minimum include:

**L.2.4.1.1** Pricing for all elements that are required to complete the effort described in Section C.5, Description of Required Services. In particular, the proposal shall include:

**L.2.4.1.1.1** A detailed pricing proposal for the services to be provided to support the ACEDS Upgrade/Replacement Requirements Analysis and Implementation Planning Services effort, including specification of all required labor categories and hourly labor rates;

**L.2.4.1.1.2** The Contractor shall present its pricing proposal in the format similar to that presented in Section B – Services and Price.

**L.2.4.1.2** Financial Capability – The Contractor shall demonstrate its financial ability to complete the effort as specified in Section C.5, Description of Required Services. The Contractor shall include in its proposal a copy of its financial statements for the previous two (2) fiscal years.

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

**L.3.1.1** Proposals must be submitted no later than **Friday March 30, 2007, 2:00 PM.**

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

**L.3.1.1.1** The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

**L.3.1.1.2** The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or

**L.3.1.1.3** The proposal is the only proposal received.

**L.3.2 Withdrawal or Modification of Proposals –**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

**L.3.3 Postmarks -**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

**L.3.4 Late Modifications -**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.3.5 Late Proposals -**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

**L.4.1** If a Contractor has any questions relative to this solicitation, the contractor shall submit the questions in writing to the Contracting Specialist, identified on page one, no later than **eight (8) business days** prior to the closing date and time indicated for this solicitation. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.4.2** An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Contractors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

**L.5.1** Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer, Office of the Chief Technology (OCTO/OCP) 202-727-5274), by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such

recipients advise the Contracting Officer, (OCTO/OCP) of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, (OCTO/OCP) that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

## **L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:  
"Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

## **L.7 PROPOSALS WITH OPTION YEARS**

**L.7.1** The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

## **L.8 PROPOSAL PROTESTS**

**L.8.1** Any actual or prospective offeror or contractor, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

## **L.9 SIGNING OF OFFERS**

**L.9.1** The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

## **L.10 UNNECESSARILY ELABORATE PROPOSALS**

**L.10.1** Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

## **L.11 RETENTION OF PROPOSALS**

**L.11.1** All proposal documents will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

## **L.12 PROPOSAL COSTS**

**L.12.1** The District is not liable for any costs incurred by the offerors in submitting proposals in response to this solicitation.

## **L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

**L.13.1** In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals, subject to applicable FOIA exemption under Section 2-534(a)(1).

## **L.14 CERTIFICATES OF INSURANCE**

**L.14.1** The Contractor shall submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Mr. William Sharp  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, N.W., Suite 930 South  
Washington, DC 20001  
Telephone: (202) 727-5274

## **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

**L.15.1** The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

## **L.16 BEST AND FINAL OFFERS**

**L.16.1** If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

## **L.17 LEGAL STATUS OF OFFEROR**

**L.17.1** Each proposal must provide the following information:

**L.17.1.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

- L.17.1.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed “Clean Hands Certification” that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.1.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

## **L.18 FAMILIARIZATION WITH CONDITIONS**

- L.18.1** Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

## **L.19 STANDARDS OF RESPONSIBILITY**

- L.19.1** The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District.
- L.19.2** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.3** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.4** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.5** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.6** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.7** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.8** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations

**L.19.9** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

## **SECTION M: EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

**M.1.1** The contract will be awarded to the responsible offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

### **M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

<b><u>Numeric Rating</u></b>	<b><u>Adjective</u></b>	<b><u>Description</u></b>
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; Offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

**M.2.2** For example, if a sub factor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as "good" the part of the proposal applicable to the sub factor, the score for the sub factor is 4.8 (4/5 of 6). The sub factor scores will be added together to determine the score for the factor level.



## M. 3 EVALUATION CRITERIA

**M.3.1** Contractor proposals will be evaluated using the criteria outlined in the following tables. The evaluation factors are listed in descending order of importance with the most important factor listed first and the least important last.

### M.3.1.1 Project Approach (30 Points)

<i>Proposed Approach to Task Performance (20 points)</i>	Contractor demonstrates a clear understanding of the scope and objectives of each task. Contractor proposes a sound approach to task performance that reflects that understanding.
<i>Proposed Project Plan (15 points)</i>	Contractor provides a preliminary project plan that demonstrates an understanding of the effort required to perform each task as well as the relationships between required tasks.

### M.3.1.2 Corporate Qualifications (40 Points)

<i>Proposed Staff Experience (15 points)</i>	Contractor proposes team members with demonstrated experience in business process analysis, requirements analysis, feasibility analysis, cost benefit analysis, and implementation planning. Team members with experience in preparing federal advance planning documents are a plus.
<i>Project Management Experience (15 points)</i>	Contractor proposes a project manager with demonstrated experience in managing the planning and/or development of automated eligibility determination systems in accordance with federal advance planning document guidelines. The project manager must also demonstrate experience in business process analysis, requirements analysis, feasibility analysis, cost benefit analysis, and implementation planning.
<i>Company Experience (15 points)</i>	Contractor provides the required number of client references who can verify the Contractor's successful performance of tasks similar to those specified in the Statement of Work. All offered references rate the Contractor's performance as satisfactory or better.

### M.3.1.3 Pricing (30 Points)

<i>Pricing</i>	<p>The price evaluation shall be objective. The Contractor with the lowest price will receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Contractor's evaluated price score:</p> $\frac{\text{Fixed price proposed by the lowest priced Contractor}}{\text{Fixed price proposed by the Contractor being evaluated}} \times 20 = \text{Evaluated Price Score}$
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**M.3.2** The Evaluation Team will make the award based on the overall evaluation. **Please note that the selected Contractor will not be permitted to bid on the follow-on ACEDS upgrade/replacement development and implementation effort.**

## **M.4 EVALUATION OF OPTION YEARS**

**M.4.1** The District will evaluate offers for award purposes by evaluating the total price for all options, as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

## **M.5 CLAUSES APPLICABLE TO ALL SET-ASIDE OR OPEN MARKET SOLICITATIONS OR OPEN MARKET WITH SET-ASIDE**

### **M.5.1 Preferences for Local Businesses, Disadvantaged Businesses, Resident-owned Businesses, Small Businesses, Longtime Resident Businesses, or Local Businesses with Principal Offices Located in an Enterprise Zone**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005" (the Act), Title II, Subtitle N, of the "Fiscal Year 2006 Budget Support Act of 2005", D.C. Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.5.1.1 General Preferences**

**For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:**

- M.5.1.1.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;
- M.5.1.1.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;
- M.5.1.1.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.5.1.1.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

## **M.5.2 Application of Preferences**

The preferences shall be applicable to prime contractors as follows:

- M.5.2.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).
- M.5.2.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.5** Any prime contractor that is a DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.2.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

### **M.5.3 Maximum Preference Awarded**

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

### **M.5.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

### **M.5.5 Vendor Submission for Preferences**

**M.5.5.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.5.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.5.5.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.5.5.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.5.5.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

## **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.